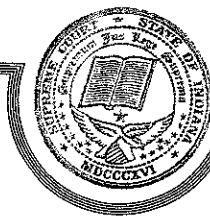


SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

January 22, 2015

Mr. Mike Wallis
Senior Vice President
Drivers History Information
1 Keystone Avenue, Unit 700
Cherry Hill, NJ 08003

Re: 2015 Bulk Data Renewal

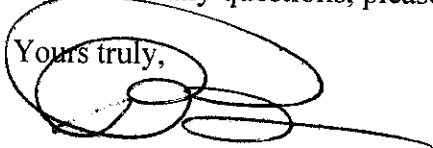
Dear Mr. Wallis

Your request, on behalf of Drivers History Information to obtain bulk distribution of non-confidential court records from all Indiana trial courts concerning traffic and criminal traffic violations and dispositions has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F) subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2012 and the approval letters we sent to you on September 24, 2012 and March 28, 2014. Copies of these documents are enclosed. The renewal will expire on January 31, 2016.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3), that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 232-2542.

Yours truly,


Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
Approval letter of September 24, 2012
Renewal letter of March 28, 2014
Distribution Receipt



Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM
INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between Drivers History Information Acquisition, LLC and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

- WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and
- WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and
- WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and
- WHEREAS, Drivers History Information Acquisition, LLC has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
 - A. The Division will provide Drivers History Information Acquisition, LLC the initial data extract pursuant to the Order.
 - B. The Division will provide a monthly data extract thereafter on or before the tenth of each month.
 - C. The Division will provide an invoice for each extract.
 - D. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
 - E. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data.** Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. **Identity of Requestor:** Mike Wallis, Vice President
Drivers History Information Acquisition, LLC ("DHI")
Address: 1 Keystone Ave., Unit 700
Cherry Hill, NJ 08003
Telephone: (856) 673-1283
E-Mail: mwallis@drivershistory.com

II. **Identification of Bulk Data/Compiled Information sought:**

All traffic violations and criminal traffic violations filed and all traffic and criminal traffic violations disposed within the Indiana court system. DHI requests an initial 3-year historical file and then ongoing updates made available on a daily, weekly or monthly basis. Specifically DHI requests the following data fields (all that are not subject to Indiana non-disclosure restrictions):

Requested Data Fields:

• Full Name (First, Middle, Last, Suffix)	• Sequence Number (when multiple violations are on one docket)
• Year of Birth (per Administrative Rule 9 section (F)(4))	• Violation Date
• Drivers License Number	• Violation Statute
• Drivers License State	• Violation Description
• Gender	• Summons Issue Date
• ZIP	• Adjudicated Date
• ZIP+4	• Adjudicated Description
• Court ID	• Disposition
• Case Type	• Disposition Status
• Court Date	• County (where violation occurred)

• Docket Number	• Municipality (where violation occurred)
• Summons Number	• Last 4 Digits of Social Security #

A Bulk Feed is requested from the Indiana Odyssey Case Management System as well as each trial court not participating in the Odyssey system.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

Adams	Fayette	Johnson	Parke	Union
Allen	Floyd	Knox	Perry	Vanderburgh
Bartholomew	Fountain	Kosciusko	Pike	Vermillion
Blackford	Franklin	LaGrange	Porter	Vigo
Benton	Fulton	Lake	Posey	Wabash
Boone	Gibson	LaPorte	Pulaski	Warren
Brown	Grant	Lawrence	Putnam	Warrick
Carroll	Greene	Madison	Randolph	Washington
Cass	Hamilton	Marion	Ripley	Wayne
Clark	Hancock	Marshall	Rush	Wells
Clay	Harrison	Martin	Scott	White
Clinton	Hendricks	Miami	Shelby	Whitley
Crawford	Henry	Monroe	Spencer	
Daviess	Howard	Montgomery	St. Joseph	
Dearborn	Huntington	Morgan	Starke	
Decatur	Jackson	Newton	Steuben	
DeKalb	Jasper	Nobel	Sullivan	
Delaware	Jay	Ohio	Switzerland	
Dubois	Jefferson	Orange	Tippecanoe	
Elkhart	Jennings	Owen	Tipton	

IV. Purpose for Request: What is the purpose of the request and how is release consistent with the purpose of Administrative Rule 9?

Administrative Rule 9 section (B)(1) states that "All persons have access to court records as provided in this rule, except as provided in section (B)(2) of this rule."

DHI provides automobile insurance companies and their agents with data and decisioning tools that utilize traffic violation information in support the company's underwriting and special investigations functions.

V. Attach a copy of each permission from a Court to obtain bulk distribution of Data or Compiled Information that has already been issued.

Permission has not yet been obtained from any Court. It is the understanding of DHI that this request is the appropriate course of action that will begin this permission process.

- VI. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.**

DHI has not yet entered into any agreement with an Indiana County or Court to provide public access services or to obtain data.

- VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to Requestor by each Court listed in Section III.**

Monthly feeds of data would be adequate. A more frequent update schedule (i.e. daily or weekly) would be preferred where available and where such frequency would not be burdensome for the Court.

- VIII. Describe the resources available to prepare the information.**

DHI has a dedicated staff of data analysts and project coordinators available to work with each Court to ensure a smooth transition of data and where possible to minimize the technical effort required by the Court to fulfill this request.

- IX. Describe how fulfilling the request is an appropriate use of public resources.**

Insurance companies that utilize DHI's services are able to more accurately make underwriting decisions and identify and reduce fraud. Collectively these benefits will allow automobile insurance companies operating within the state of Indiana to better allocate risk and make the cost for insurance fairer for the insured, both of which serve the public good.

- X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?**

DHI is prepared to pay fair market value for the requested information, as determined by the state, individual Court, or other governing entity.

- XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?**

DHI does not provide the data in bulk to any third party.

- XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:**

- A. the name of the third party or parties;
- B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data.
- C. the frequency with which charges will be incurred; and,
- D. the frequency of the transfer of data and information to the third party.
- E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

By signing this request, I represent that I am authorized to do so on behalf of Requestor.

Mike Wallis
Signature

Mike Wallis
Printed Name

Vice President
Title

8-14-2012
Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and Drivers History Information ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

- A. Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a court simply by the approval of this user agreement by the Division.
- F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
- C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form, as is, and without modification or compilation.
- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
- E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
- F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
- G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Records" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
- K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
- L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Grant.

A. **Court Records Not Maintained in the Odyssey data repository.** Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own use in accordance with the

terms and conditions contained herein. Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) Court Records sought:

All traffic violations and criminal traffic violations filed and all traffic and criminal traffic violations disposed

(2) Requested Courts:

All counties, all courts

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. Rights and Interests. It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. Ongoing Data Scrubbing and Update Requirements. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is

not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance With Authorities. The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data. The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make bulk distribution of the Court Records or reconfigure the Court Records for subsequent bulk distributions.

C. Policies for dissemination of Data. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties. The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement. With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements. The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed

data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal.** This agreement expires on **January 31, 2013**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2013**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. Termination in Event of Assignment. The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. Termination in Event of Failure to Update. The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. Attachments. This Agreement incorporates by way of attachment the following:

A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;

C. The original Request provided to the Division from the Requesting Party as Exhibit C; and

D. The approval letter provided to the Requesting Party from the Division as Exhibit D.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties. This Agreement to be effective this _____ day of _____, _____.

Requesting Party

By: _____

Printed: RICHARD WICK

Title: GENERAL COUNSEL

Date: 10/25/12

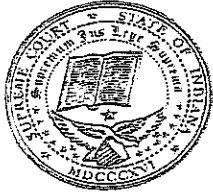
Division

By: _____

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 9/11/12



Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM
INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between Drivers History Information Acquisition, LLC and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

- WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and
- WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and
- WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and
- WHEREAS, Drivers History Information Acquisition, LLC has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
 - A. The Division will provide Drivers History Information Acquisition, LLC the initial data extract pursuant to the Order.
 - B. The Division will provide a monthly data extract thereafter on or before the tenth of each month.
 - C. The Division will provide an invoice for each extract.
 - D. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
 - E. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data.** Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the

court maintaining a particular record. If the record contains financial data, it may include interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.
6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. **Drivers History Information Acquisition, LLC** agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.
7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

By: _____

Lilia G. Judson
Lilia G. Judson
Executive Director
Division of State Court Administration

Date: _____

9/11/12

By: _____

Date: _____

10-25-12

Printed Name: _____

Richard Herwick

Printed Title: _____

General Counsel

Indiana Supreme Court
Division of State Court Administration

User Agreement for Bulk Distribution of Data or Compiled Information Not
Excluded From Indiana Odyssey Case Management System

Attachment A

List of all known business entity names related to the Requesting Party that will participate in the
use and dissemination of the Data:

Upon execution of this agreement Data Drivers History Information (i.e. DHI) will begin the process of incorporating the Data into DHI's service offering to the automobile insurance industry. At the time of execution of this agreement there are no other entities including DHI Customers identified that will begin using the Data. DHI will notify the Indiana Supreme Court Division of State Court Administration of changes to this status.



DATABASE LICENSE AGREEMENT
BETWEEN
DRIVER'S HISTORY INFORMATION SALES LLC
AND _____

This Database License Agreement ("Agreement") dated as of _____ (the "Effective Date"), is between Driver's History Information Sales LLC, a New Jersey limited liability corporation located at One Keystone Avenue, Suite 700, Cherry Hill, NJ 08003 ("Licensor"), and _____, a _____ corporation located at _____, for itself and on behalf of its named affiliates ("Licensee").

WHEREAS, Licensee's is in the business of providing automobile insurance for private passengers and commercial lines in one or more states; and,

WHEREAS, in order for Licensee to underwrite and service such policies, Licensee requires the use of certain information related to driving histories; and,

WHEREAS, Licensor maintains several databases of such information and is willing to license such information to Licensee for the fees set forth herein;

NOW THEREFOR, in consideration for the mutual covenants contained herein, the parties do hereby agree as follows:

1. **PRODUCT DESCRIPTIONS.** Licensor compiles, either directly or indirectly, various proprietary public records databases (collectively, the "Database") which, as of the date hereof, contains traffic ticket history and related information (collectively the "Database Elements" which are more fully described in Schedule A) for summonses issued in the states listed in Schedule A.
2. **GRANT OF LICENSE.** Subject to the terms and conditions set forth herein, during the Term (as defined below), Licensor hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable and non-sublicenseable license ("License") to use the Database and any Database Elements or any information derived therefrom for the limited purpose (the "Purpose") set forth in Schedule B attached hereto. If Licensee intends to use Licensor's "FCRA Database", Licensee must review and execute Licensor's FCRA Addendum to this Agreement.
3. **TERM AND TERMINATION.**
 - a) The initial term of this agreement commences on the effective date and ends twelve (12) months after the "go-live" date, which is the date License starts using the Database in its production environment. Thereafter, this Agreement and any Addenda shall automatically renew for one (1) additional twenty-four (24) month period unless either party provides the other with at least thirty (30) days prior written notification of its intent to terminate the Agreement at the end of the initial one (1) year term. Licensor reserves the right to increase its License fee for any renewal term provided it provides at least forty-five (45) days written notice to Licensee prior to the start of the subject renewal term.
 - b) Either party may terminate this Agreement or any Addenda in the event of a material breach or default of the other party's obligations hereunder. Such termination shall be effective thirty (30) days after the terminating party sends written notification to the party said to be in breach or default. Such termination shall not take place if the party said to be in breach or default cures the specified breach or default before the end of such thirty (30) day period.
 - c) Licensee understands and agrees that if any laws are enacted that prohibit the Licensor from collecting or from distributing any Database Elements or that the public data being collected by Licensor, becomes private, unavailable, or physically impossible to collect, then Licensor shall have the right, in its sole discretion, to immediately cease delivery of the affected information product(s) or Database Elements and return any prepaid fees on a pro-rata basis without such action constituting a breach of this Agreement or any Addenda. In the event that Licensor ceases delivery of any information product(s) under this Section 3, Licensee shall have the right, in its sole discretion, to 1) terminate this Agreement and/or any Addenda effective immediately and Licensor shall refund to Licensee any prepaid fees on a pro-rata basis; or 2) _____



continue receiving unaffected information product(s) and Database Elements under this Agreement at a mutually agreeable reduced fee.

4. **FEES.** Licensee agrees to pay Licensor as further described in Schedule C. In the event of a material increase in Licensor's data acquisition costs, the Parties will mutually agree on an appropriate price increase. If the parties cannot agree on the price increase, either party may terminate this Agreement with thirty (30) days written notice to the other and the price increase will not be applied to Licensee's account.
 5. **DELIVERY: FORMAT AND SERVICE LEVELS.** Please see Schedule D for information on DHI's delivery, format and service level commitments.
 6. **DATABASES USAGE, MANAGEMENT AND SECURITY.**
 - a) Licensee shall manage all user logins and access codes associated with its use of the Database (collectively "Account ID's") in a commercially reasonable and secure manner. Licensee shall notify Licensor promptly if any Account ID has been compromised through a breach of security or disclosure to a third party. Licensee agrees that in the event misuse and/or unauthorized access is reasonably suspected or discovered, Licensee will promptly commence an investigation upon reasonable notice of such misuse or unauthorized access and within a reasonable period of time notify Licensor that the suspected or discovered misuse or unauthorized access has been confirmed and cured, or confirm that there was no misuse or unauthorized access. If Licensee requires additional time to investigate, confirm, and correct any suspected or uncovered misuse or unauthorized access, Licensor will work with the Licensee to establish a mutually agreeable time period. If Licensee fails to promptly commence an investigation and inform the other party within a reasonable period of time of the outcome of the investigation, or request a mutually agreed upon extension of time to respond, Licensor may temporarily suspend account access to systems and products until such time that Licensee completes an investigation and confirms that the suspected or discovered misuse or unauthorized access has been cured or confirms that there was no misuse or unauthorized access. Licensor and Licensee agree to cooperate fully with any and all investigations, and Licensee agrees to disclose to Licensor the details of any investigation and its findings.
 - b) Upon termination or expiration of this Agreement, Licensee shall, at Licensee's option, use commercially reasonable efforts either to return to Licensor, or destroy any Databases Elements Licensee has previously pulled, together with excerpts of, or extracts therefrom. For the avoidance of doubt, Licensee shall not be required to return, destroy or purge any Databases Elements which have been (i) incorporated into Licensee documents or electronic files and distributed internally or (ii) provided to third parties in accordance with the terms of this Agreement. Licensee shall, upon Licensor's reasonable request, deliver to Licensor a certificate executed by a senior officer of Licensee attesting to such return or destruction.
 - c) Nothing contained in this Agreement prevents Licensee from storing, developing and create a database consisting of any previously pulled Database Elements for back up or security purposes.
 7. **REGULATORY COMPLIANCE:** Each party is responsible for its own compliance with all applicable state and federal consumer privacy laws and regulations, including, without limitation, the Gramm-Leach-Bliley Act of 1999 and related state statutes.
 8. **CONFIDENTIAL INFORMATION AND TRADE SECRETS**
 - a) For purposes of this Agreement, the term "Confidential Information" means:
 - i. All proprietary technical and financial data, information, processes and Trade Secrets, which have been developed or acquired exclusively by a party, are unique to the business of the party, and are not generally known to the competitors of the party or utilized in the industry in which the party is engaged, and are treated as confidential by the party. For purposes of this Agreement, the term "Trade Secrets" is defined as it is defined under applicable law.
-



- ii. All non-public personally identifiable information of a consumer and all computer software (including but not limited to any technical data, information, documentation, design, procedure, or improvement thereto) owned by a party or licensed by a party from a third party.
 - iii. The Database, the Database Elements and the configuration or the Database.
 - iv. All data or reports derived from the Database.
 - v. The Agreement.
- b) The term "Confidential Information" does not include information that: (a) may be publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (b) becomes generally known in the trade through no fault or omission of the receiving party; (c) may be lawfully disclosed to the receiving party by a third person to this Agreement who has lawfully acquired the Confidential Information without an obligation of confidentiality; or (d) was independently developed by the receiving party.
- c) Except as may be authorized by the owner of the Confidential Information and/or Trade Secrets in writing, each party agrees not to disclose any Confidential Information and/or Trade Secrets of the other party to any unaffiliated person. The parties agree that only those of its and its affiliates' employees, agents, or independent contractors who require access to the other party's Confidential Information and/or Trade Secrets in order to perform the work specified or permitted herein will be given access to such Confidential Information and/or Trade Secrets and the parties agree to inform their employees and independent contractors of the confidentiality obligations specified herein.
- d) Further, Licensee also agrees (i) to only disclose or provide access to, the Databases and the information contained therein only (1) to Licensee's and its affiliates' officers, employees, independent contractors, and insurance agents who have a "need-to-know" such information in conjunction with permissible uses under Schedule B, (2) for Licensee to otherwise utilize the Database as authorized under this Agreement, or (iii) as required to be disclosed by law, rule, regulation, court order or lawful request from any governmental agency. Licensee shall in any event be responsible for any breach of this Agreement by Licensee's and its affiliate's officers and employees and independent contractors and insurance agents.
- e) In the event of the unauthorized use or disclosure of the Confidential Information and/or Trade Secrets, the parties agree that damages do not provide an adequate remedy and that the party whose Confidential Information and/or Trade Secrets were used or disclosed will be entitled to seek an immediate injunction against such unauthorized use or disclosure. The parties hereby waive the posting of a bond that may otherwise be required in any such action.
- f) The Terms of this Section as to Trade Secrets survive any termination of this Agreement to the extent available under applicable law. The terms of this section as to Confidential Information survive any termination of this Agreement for a period of three years, provided that with respect to non-public personally identifiable information of a consumer, the terms of this section shall survive indefinitely.

9. REPRESENTATIONS AND WARRANTIES.

- a) Licensee represents and warrants to Licensor that:
- i. It will use the Database and any Database Elements or any information derived therefrom in compliance with all federal, state and local laws, rules, regulations and ordinances, all applicable privacy and data protection laws, rules and regulations;
 - ii. It will use the Database and all Database Elements and any information derived therefrom solely for the Purpose defined in Schedule B;
 - iii. It will not violate any of its obligations in Section 8 in using or maintaining the Database;
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- iv. It will not provide the Database or the information contained therein or derived therefrom to any individual or entity who is in the business of providing public record information, selling information related to traffic summonses, marketing to individuals who need an attorney for representation in traffic/municipal court, providing data processing services using public record information, hosting an Internet site that displays public record information or similar activities and is in competition with Licensor, as determined by Licensor in its reasonable discretion;
 - v. It will not use the Database or the information contained therein in any manner that is subject to the Fair Credit Reporting Act ("FCRA") without Licensor's prior written permission and without executing a FCRA Addendum to this Agreement; and
 - vi. It will not allow other parties to use the Database unless expressly authorized in this Agreement or in writing by Licensor. Any such unauthorized use shall be considered a violation of this Agreement.
- b) Licensor represents and warrants that the Database will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, Licensor shall exercise commercially reasonable efforts to re-provide the Database elements that are not in compliance with the above warranty, provided that Licensee provides Licensor with written notice of such breach within ten (10) days after its receipt of the applicable Database elements. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR'S SOLE AND EXCLUSIVE OBLIGATION, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS PARAGRAPH. LICENSOR DOES NOT WARRANT THAT ITS SERVICES OR THE DATA IT PROVIDES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 10(c) IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. INDEMNIFICATION

- a) Licensee shall defend, indemnify and hold harmless Licensor and Licensor's affiliates and its and their respective employees, agents, officers and directors, from and against all third party damages, liabilities and expenses (including all legal costs such as attorneys' fees, court costs and settlement expenses) arising out of, connected with, or resulting in any way from its breach of any representation, warranty, or covenant contained in this Agreement. If a claim for Indemnification arises, Licensor shall provide written notice to Licensee in a timely manner after it receives actual notice of its existence. Licensor shall have the right, at its expense, to employ counsel reasonably acceptable to the Licensee to defend the claim, and to compromise, settle or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing duties or restrictions upon the Licensee may be effected without the prior written consent of the Licensee. Licensor will cooperate in any such action by making available to the Licensee, at the Licensee's expense, books or records reasonably necessary for the defense of the claim or proceeding. If the Licensee does not avail itself of the opportunity to defend or otherwise dispose of the claim or proceeding within sixty (60) days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Licensor shall be free to investigate, defend, compromise, settle or otherwise dispose of the claim or proceeding, and incur other costs in connection therewith, for the account and at the Licensee's expense.

b) Licensor's Indemnification for Intellectual Property Infringement:

- i. Licensor will defend and indemnify Licensee and its authorized affiliates and its and their respective employees, agents, officers and directors against a claim that the Database or any Database Elements infringes a United States patent, copyright, trademark, trade secret, or other United States intellectual property rights of a third-party, provided that (1) Licensee gives Licensor prompt written notice of any



such claim of which it has knowledge; (2) Licensor is given full control over the defense of such claim and all related settlement negotiations; and (3) Licensee provides Licensor with the assistance, information, and authority necessary to perform Licensor's obligations under this paragraph.

- ii. If any such claim of infringement has occurred or in Licensor's opinion is likely to occur, then Licensor may, at its option and expense, (1) use commercially reasonable efforts to procure for Licensee the right to use the infringing Database Elements; (2) replace or modify the infringing portion of the Database Elements so that it is no longer subject to any infringement claim, or (3) if the foregoing, in Licensor's reasonable determination, is not practicable, Licensor shall so notify Licensee of such determination and Licensee shall have the right to immediately terminate this Agreement and receive a pro rata refund of any prepaid License Fees.
- iii. Licensor shall have no obligation under this Section to indemnify or defend Licensee against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from (1) other material which is combined with or incorporated into the Database Elements; (2) any substantial changes or alterations to the information provided as part of the Database Elements by Licensee; or (3) any misuse or unauthorized use of the Database Elements which, but for Licensee's misuse or unauthorized use of the Database Elements, such claim would not have occurred.

iv. **THE FOREGOING PROVISIONS STATE LICENSOR'S ENTIRE LIABILITY AND THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY LICENSEE RELATING TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.**

11. **DISCLAIMER OF WARRANTY.** THE DATABASE IS LICENSED HEREUNDER ON AN "AS IS, AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DATABASE OR THE INFORMATION CONTAINED THEREIN OR DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE DATABASE OR THE INFORMATION CONTAINED THEREIN OR DERIVED THEREFROM, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. LICENSOR AND LICENSEE HEREBY AGREE THAT THE OBLIGATIONS OF LICENSOR TO LICENSEE ARE RELATED TO SERVICES PROVIDED BY LICENSOR, AND THAT THIS AGREEMENT IS A SERVICE AGREEMENT FOR THE PURPOSES OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE JURISDICTION (THE "UCC") AND THE PROVISIONS OF THE UCC SHALL THEREFORE APPLY TO THIS AGREEMENT.

12. **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

- a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT IN SITUATIONS INVOLVING LICENSEE'S INDEMNIFICATION OBLIGATIONS OR SECTION 13, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES OR ANY OF ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b) EXCEPT FOR CAUSES OF ACTION ARISING UNDER SECTIONS 10 OR 13, NEITHER PARTY'S CUMULATIVE LIABILITY FOR LOSSES RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, THE DATABASE OR ANY DATABASE ELEMENT SHALL NOT UNDER ANY CIRCUMSTANCES OR IN ANY EVENT EXCEED THE
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PRORATA LICENSE FEES LICENSEE PAID LICENSOR DURING THE THREE (3) MONTHS PRECEEDING THE VIOLATION OR \$100,000, WHICHEVER IS LOWER.

13. **LIQUIDATED DAMAGES.** Licensee agrees that it will not, without Licensor's prior written permission, (1) electronically extract (e.g., scraping) any data from the Database to compile an offline data source, (2) sell, assign or otherwise transfer any Database Elements to any third party, provided however that Licensee may transfer and disclose Licensor data to its affiliates and agents of its affiliates in the normal course of its business, (3) use the Database, any Database Elements or any of the Licensor's Confidential Information, Trade Secrets or portions of information contained therein except as specifically authorized in this Agreement or Addenda or (4) "transfer in bulk" any data from the Database, except to its affiliates and its affiliates' insurance agents as authorized in this Agreement. (For the purposes of this Agreement, "Transfer in Bulk " shall mean selling, transferring or otherwise making available more than 1% of the individual records contained in the Database to a third party or any related group of third parties in any twelve (12) month period, whether in a single transaction or a series of related transactions; provided that in calculating such 1%, the total number of records in the Database shall equal the daily average of the total number of records contained in the Database over such twelve (12) month period.) In the event 1) it is finally determined by a court, arbitrator, or mediator, or 2) that the parties reasonably agree, that Licensee, or any party gaining access to the Database through Licensee has undertaken any act expressly precluded under this Section, Licensee shall pay to Licensor liquidated damages equaling \$.25 per record based on the daily average of the total number of records contained in the Database over the previous twelve (12) month period.
 14. **TITLE TO DATABASE.** Licensee acknowledges that Licensor has expended considerable time, effort and funds to compile the Database and Licensee agrees that Licensee obtains no right, title or interest in and to the Database and all information contained therein. Licensee further acknowledges that all copyrights and other intellectual property inherent to the Database, or appurtenant thereto, are, and at all times shall remain, the sole and exclusive property of the Licensor. Except for the License, nothing contained in this Agreement shall confer any right, title or interest in the Database or any information contained therein and no other license is granted to Licensee hereunder, whether by estoppel or otherwise. To the extent Licensee acquires any rights to the Database or any information contained therein, Licensee agrees to execute, and to cause its employees and agents to execute, any assignment agreements or other instruments assigning, transferring and conveying all right, title and interest in and to the Database and the information contained therein, including copyrights and other intellectual property, to Licensor or the Compiler as appropriate.
 15. **ASSIGNMENT.** Neither party may assign this Agreement and Licensee may not assign the License granted hereunder, in whole or in part, without the prior written consent of the other party. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties, and their permitted successors and assigns hereto, any rights or remedies under or by reason of this Agreement unless so stated to the contrary. Licensee's right to use the Database and the information contained therein, is personal to, and non-assignable by, Licensee.
 16. **TAXES.** Licensee shall pay all taxes (excluding those based upon Licensor's income), fees and assessments now or hereafter imposed by any governmental authority with respect to the License including sales tax, if applicable.
 17. **UNCONTROLLABLE EVENTS.** Licensor shall not be responsible, liable or deemed in breach or default hereof for any cessation or delay in the performance of any of its obligations hereunder due to causes beyond its control including, but not limited to, fire, accident, riot, civil commotion, acts of God, equipment or system failure or changes in any federal, state or local laws, rules, regulations or ordinances.
 18. **INDEPENDENT CONTRACTORS.** The relationship of Licensor to Licensee shall be solely that of an independent contractor. Licensor and Licensee acknowledge and agree that neither Licensor nor Licensee is an agent, partner or joint venturer of the other. Neither Licensor nor Licensee shall have or hold itself out as having the right or authority to assume or create any obligation or responsibility, whether expressed or implied, on behalf of or in the name of the other party, except with the express written consent of the other party.
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19. **NOTICES.** Any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of personal delivery, (b) three (3) days after mailing, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (c) on the date of delivery, if sent by an overnight delivery service, in each case to the following addresses:

To Licensors:

Driver's History Information Sales LLC
One Keystone Avenue, Suite 700
Cherry Hill, NJ 08003

Attention:

To Licensee:

Simultaneously with a copy to:

Either party may at any time give notice in writing to the other party of any change of address.

20. **Survival.** The following shall survive the expiration or earlier termination of this Agreement: (a) each party's accrued rights and obligations (including, without limitation, Licensee's obligation to pay all accrued License Fees) as of the date of expiration or termination, (b) Sections 6-13 (c) any other provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after the expiration or earlier termination of this Agreement.
21. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule thereof.
22. **Complete Agreement.** This Agreement constitutes the sole and exclusive statement of the terms and conditions relating to the subject matter hereof and supersedes all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties hereto with respect to such subject matter.
23. **COUNTERPARTS.** This Agreement may be executed in two counterparts, including facsimile counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
24. **AMENDMENT.** No modification or amendment of this Agreement shall be binding on the parties hereto unless agreed to in writing referring specifically to this Agreement and signed by the duly authorized representatives of both of the parties.
25. **WAIVER.** None of the remedies provided for in this Agreement is intended to be exclusive, and each party shall have available all other remedies now or hereinafter existing at law or in equity or by statute or otherwise. The delay or failure of either party hereto to force any of its rights hereunder shall not act as a waiver of any such right. No waiver shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver is sought, nor shall the waiver of any breach hereunder be deemed a waiver of any subsequent breach of that or any other provision.
26. **SUCCESSORS BOUND.** This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.
27. **HEADINGS.** Paragraph headings used in this Agreement are for convenience of reference only, are not part of this Agreement, and shall not be used in interpreting it.
28. **OTHER.** Where appropriate, singular terms used in this Agreement include the plural, and pronouns of one gender include all genders,



IN WITNESS WHEREOF, each party hereto has caused this Database License Agreement to be executed by its duly authorized representative as of the date first written above.

LICENSEE:

LICENSOR:

Driver's History Information Sales LLC
One Keystone Avenue, Suite 700
Cherry Hill, NJ 08003

By: _____

Name: _____

Title: _____

By: _____

Stephen Esposito

President and CEO

Schedule "A" - Database Elements

The Database consists of all moving violations issued within the states of _____. Unless otherwise set forth below, the fields contained within the Database include the following:

- First Name
- Last Name
- Birthdate
- State of Violation
- Court Code
- Summons or Docket Number
- Violation Date
- Violation Statute
- Violation Description
- Adjudicated Date
- Adjudicated Statute
- Adjudicated Description
- Disposition
- Point value of ticket

The historical look back can vary by state, data source or data element, but be no less recent than _____.

Output specifications may be requested and reviewed by Licensee to ensure integration into their processes. All records retrieved will be printable and appear in a similar format to an official DMV record (i.e. court and violation coding and points for each violation)

Licensors reserves the right, in its sole discretion, to add other states or additional data fields to the Database.

Following are state specific data requirements that apply to the states subject to the Agreement:

Schedule "B" - Permissible Use and Authorized Licensee Affiliates

Licensee and its agents may use the Database for any purpose related to the rating, underwriting, investigation or evaluation of its customers or potential customers for Auto Insurance within any state listed in Schedule A, including but not limited to Licensee's investigations performed by Licensee's Special Investigations Unit. If the Licensee intends to utilize the database for any usage that is covered by the Fair Credit Reporting Act (the "FCRA"), it must notify Licenser in advance and execute Licenser's FCRA Addendum to this Agreement.

This Agreement currently pertains to the following affiliates of Licensee and the insurance companies or reciprocal exchanges that they manage or provide services to, including any direct or indirect subsidiaries:

•

•

The parties agree to add additional affiliates of Licensee to this Agreement upon written addendum to this Agreement, subject to an additional fee.

Schedule "C" – License Fee, Invoicing and Fee Adjustments

• License fee

For the initial term of this Agreement, Licensee agrees to pay Licensors, in advance, on a monthly basis a license fee (the "License Fee") in the amount of thirty (30%) of its monthly current MVR charges, as mutually established by the parties within seven (7) days of the execution of this Agreement (the "Current MVR Charges"). At the sixth and twelve month anniversaries of the "Go-Live" date, Licensors and Licensee will true up the amount of Licensee paid for the prior six-month period, such that Licensee's total License Fee payments, plus residual MVR charges for the prior six (6) months will amount to fifty (50%) percent of Licensee's Current MVR Charges.

• Invoicing

Licensee will provide Licensors with payment for the first month upon execution of this Agreement. Upon execution, Licensee will have full access to the Database for the purposes set forth in Schedule B. As per the second paragraph to this Section, Licensors will not issue another invoice until after implementation when Licensee commences using the Database Elements through the web-service (the "Underwriting Web-Service"). (The date Licensee commences this usage will be referred to as the "Go-Live Date".)

Licensors will issue the second invoice upon the Go-Live Date (the "Billing Date") for the second month of Licensee's use of the Underwriting Web-Service. (There will be no additional invoice for Licensee's first month of usage of the Underwriting Web-Service.) In the event the Go-Live Date extends beyond three (3) months after the execution of this Agreement, Licensee will pay Licensors a mutually agreed carrying charge until the Go-Live Date.

Thereafter, Licensors will invoice Licensee on first day of each month.

Licensee agrees to pay all invoices within thirty (30) days of receipt.

Schedule "D"

Delivery, Format and Service Levels

- Web Service Integration

Licensor shall deliver to Licensee an interface accessible through an SSL encrypted Web Service or automated batch process that interacts with the Database. Licensor shall maintain a sub two-second response time for individual queries made by Licensee to the Database, excluding Internet latency issues. The Database will be available twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. To the extent reasonably possible, Licensor shall notify Licensee of any scheduled maintenance no less than forty-eight (48) hours in advance of such maintenance. Such scheduled maintenance period shall not materially exceed one (1) hour per week over the term of the Agreement and shall be conducted at such times as reasonably determined by Licensor except that, where reasonably possible, they shall not take place between the hours of 6:00 a.m. and 10:00 p.m. Eastern Time, Monday through Saturday. Licensor shall generally conduct maintenance between the hours of 12:00 a.m. and 6:00 a.m. Eastern Time Sunday. Emergency service is provided by contacting support at 866-513-8058. In addition, Licensor reserves the right to conduct maintenance from 12:00am-2am on Monday morning without any notice.

- Batch Processing

Licensor shall provide to Licensee an automated batch process available through secure file transfer protocol (SFTP) that interacts with the Database. Licensor shall maintain a sub ten (10) second response time per batch record, exclusive of file transfer operations. Batch service levels may be mutually adjusted based on predefined record volumes and scheduled daily processing times. The Database will be available twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. To the extent reasonably possible, Licensor shall notify Licensee of any scheduled maintenance no less than forty-eight (48) hours in advance of such maintenance. Such scheduled maintenance period shall not materially exceed one (1) hour per week over the term of the Agreement and shall be conducted at such times as reasonably determined by Licensor except that, where reasonably possible, they shall not take place between the hours of 6:00 a.m. and 10:00 p.m. Eastern Time, Monday through Saturday. Licensor shall generally conduct maintenance between the hours of 12:00 a.m. and 6:00 a.m. Eastern Time Sunday. Emergency service is provided by contacting support at 866-513-8058. In addition, Licensor reserves the right to conduct maintenance from 12:00am-2am on Monday morning without any notice.

- Issue Response Time and System Uptime

Please see Exhibits 1 and 2 for DHI's Service Level Agreements for Response Time and System Uptime.



One Keystone Avenue, Suite 700 * Cherry Hill, NJ 08003 * phone 856 528-3098 * fax 856 424 4482 * www.drivershistory.com

October 26, 2012

Lilia G. Judson
Executive Director
Indiana Supreme Court, Division of Court Administration
30 South Meridian Street, Suite 500
Indianapolis, IN 46204

Re: User Agreement for Bulk Distribution Data

Dear Ms. Judson,

Enclosed are the executed agreements and required attachments associated with the bulk distribution of Odyssey data. Regarding DHI's company policies provided to any subscriber, customer or client I've included a copy of DHI's standard customer agreement. This agreement will be supplemented with the Indiana specific disclosure statement as required.

I appreciate the cooperation and responsiveness we've received from you and your office. If there is any additional information required please contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Mike Wallis". The signature is written in a cursive, slightly slanted style.

Mike Wallis
Vice President
Drivers History Information
1 Keystone Ave, Unit 700
Cherry Hill, NJ 08003
(856) 673-1283
mwallis@drivershistory.com

Enclosures

SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

September 24, 2012

Mike Wallis
Vice President
Drivers History Information Acquisition, LLC
1 Keystone Avenue, Unit 700
Cherry Hill, NJ 08003

Re: Bulk Data Request

Dear Mr. Wallis:

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested data regarding all traffic violation and criminal traffic violations filed and all traffic and criminal traffic violations disposed in the Indiana Court system.

As you are aware, Administrative Rule 9(F)(2) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or compiled information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

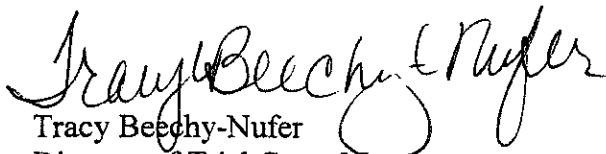
The Executive Director, Lilia Judson, has approved your request and seeks your signature on the attached User Agreements. These agreements incorporate the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Ms. Judson has already signed the agreements in anticipation of your signature. Please sign and return the agreements to us. We do need your original signature. We also need a list of all business entity names related to Drivers History Information Acquisition, LLC and all company policies provided to Drivers History Information Acquisition, LLC's subscribers/customers/clients. These will be attached and incorporated into the User Agreements.

You have requested data from all Indiana Counties. Our office only has access to court records from counties using the statewide case management system (the "Odyssey" system). Since we do not have access to those counties using other case management systems, Administrative Rule 9(F)(2) provides that the Executive Director may forward the request to courts exercising jurisdictions over the records. We will be forwarding a copy of your request to the presiding judge with a copy to the clerk of court notifying them of the Division's approval of your request. The comments to Administrative Rule 9(F)(2) authorizes courts, in their discretion, to provide access to bulk and compiled data; it does not require that such information be made available. Permitting bulk distribution or compiled information should not be authorized if providing the data will interfere with the normal operations of the court.

Once you have executed the attached User Agreements and returned them to us, copies of the Division's approval of your request and the User Agreements will be forwarded to all counties not using the Odyssey system. You will need to contact the clerks from these counties to seek approval of your request. A representative from the Judicial Automation and Technology Committee will contact you regarding the distribution of the data you are seeking from the Odyssey system.

Feel free to contact staff attorney, Jeff Wiese, at jeffrey.wiese@courts.IN.gov or (317) 234-1873, or me at tracy.beechy-nufer@courts.IN.gov or (317) 234-2542, if you have questions.

Sincerely,



Tracy Beechy-Nufer
Director of Trial Court Management
Division of State Court Administration

Enclosures: User Agreement for Bulk Distribution of Data/Compiled Information Not Excluded From Public Access

 User Agreement for Bulk Distribution of Indiana Odyssey Data

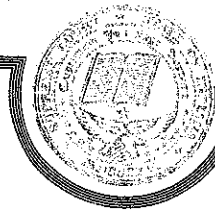
SUPREME COURT

DIVISION OF STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

March 28, 2014

Mike Wallis
Vice President
Drivers History
1 Keystone Avenue, Unit 700
Cherry Hill, NJ 08003

Dear Mr. Wallis:

Your request, on behalf of Drivers History to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2012 and the approval letter we sent to you on September 24, 2012. Copies of the documents are enclosed. The renewal will expire on January 31, 2015.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3, that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System. You do not need to file this form for Odyssey records.

If you have any questions, please contact me at Jeffrey.wiese@courts.in.gov or (317) 232-2542.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey S. Wiese".

Jeffrey S. Wiese
Director, Trial Court Management